



SHERYL L. SPILLER
Director

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES
12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91748
Tel (562) 908-8400 • Fax (562) 695-4801

Board of Supervisors

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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

September 03, 2013

21 September 3, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AWARD A CONTRACT TO GOOD PEOPLE EMPLOYMENT SERVICES
TO PROVIDE TERMINAL OPERATOR SERVICES FOR THE STATEWIDE FINGERPRINT
IMAGING SYSTEM
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks Board approval to award a three-year contract to Good People Employment Services to provide Statewide Fingerprint Imaging System (SFIS) Terminal Operator services to General Relief (GR) and California Work Opportunities for Kids (CalWORKs) participants. The current contract expires on September 30, 2013.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to sign the enclosed contract (Enclosure I) with Good People Employment Services, for the provision of SFIS Terminal Operator services effective October 1, 2013 through September 30, 2016, at an estimated three-year contract cost of \$4,472,582 or \$1,490,861, annually. The share of costs associated with programs such as GR results in an estimated three-year net County cost (NCC) of \$403,000.
2. Delegate authority to the Director of DPSS or her designee to prepare and execute amendments to the contract to add relevant updated terms and conditions and to increase or decrease the maximum contract amount by no more than ten percent of the original maximum contract amount. The approval of County Counsel as to form will be obtained prior to executing such amendments and the Director of DPSS or her designee will notify the Board and Chief Executive Office in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The contract with Good People Employment Services will provide approximately 44 skilled clerks to continue operating SFIS workstations once the current contract expires on September 30, 2013. SFIS workstations are currently located in 31 DPSS district offices and one workstation in the Men's Central Jail. Additionally, the clerks assist with other clerical duties when not covering the workstations.

The SFIS system has proven to be an effective tool in fighting fraud in the County's CalWORKs and GR populations. The use of trained contracted staff to operate the SFIS workstations ensures that duplicate aid matches on the system are identified and investigated to prevent fraud and benefit over issuances.

The proposed contract contains performance based outcome measures that require the contractor to ensure: 1) trained and experienced staff operates the SFIS workstations; 2) replacements are timely when contracted staff is unable to report to their assignments; 3) staff turnover is minimal; and 4) there is minimal to no disruption of SFIS services at DPSS District offices.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #1: Operational Effectiveness: Maximize the effectiveness of the County's processes, structure and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The contractor will be paid a firm fixed hourly rate per terminal operator for providing SFIS services during the three-year contract period with no cost of living adjustment. The total three-year contract cost is projected to be \$4,472,582 or \$1,490,861 annually for the 44 full-time operators.

Since there is a CalWORKs Maintenance of Effort requirement, which will be met by the County, there is no additional NCC for the CalWORKs program. The share of costs associated with programs such as GR result in an estimated NCC amount of \$403,000. Sufficient funding has been included in the Department's Fiscal Year 2013-14 Adopted Budget. Funding for future fiscal years will be included in the Department's annual budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current contract was effective April 1, 2007 through March 31, 2010. On March 9, 2010, the Board approved Amendment Number One for a two-year extension from April 1, 2010 through March 31, 2012, as part of the June 16, 2009 Board's Contract Extension/Reduction Initiative. As a result, the contractor reduced its contract budget by five percent, with an additional 1.5 percent reduction in costs for expedited payments in exchange for the two-year extension.

On March 6, 2012, the Board approved an amendment to extend the SFIS contract for six months, effective April 1, 2012 through September 30, 2012. The contract budget reduction continued for this six-month period, which provided the County with additional cost savings.

On August 8, 2012, the Department received approval from the California Department of Social Services to extend the SFIS contract for 12 months. Amendment Number Three extended the

contract from October 1, 2012 through September 30, 2013. The County continued to realize contract budget reduction savings for the 12-month extension through September 30, 2013.

This new contract is subject to the Living Wage Program (Los Angeles County Code, Chapter 2.201). The Contractor will not be asked to perform services which will exceed the contract's rates, scope of work, and contract term. The County may terminate the contract, at any time, by providing a ten-day written notice prior to the proposed date of contract termination. The contract contains provisions that limit the County's obligation if funding is not appropriated by the Board of Supervisors for each year of the contract. The contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

The Department issued a Request for Proposals (RFP) in November 2012, and one proposal was received in response to the solicitation. The RFP was posted on Los Angeles County's "Doing Business with Us" web site, the "DPSS Contracting Opportunities" web site, and advertised in the following publications: Los Angeles Times, La Opinion, Long Beach Press Telegram, Antelope Valley Press and the San Gabriel Valley Tribune.

The mandatory proposer's conference was held on January 8, 2013. On February 5, 2013, one proposal was received from San Diego Personnel & Employment Agency Inc., dba Good People Employment Services. No proposals from other agencies were received. The proposal was reviewed for compliance and met the minimum mandatory requirements in the RFP. The proposal was evaluated by a committee consisting of three panelists, in accordance with the evaluation process identified in the RFP. The cost proposal was deemed cost effective based on the Department's Proposition A cost analysis.

Additionally, Good People Employment Services is a participant in the County of Los Angeles' Community Business Enterprise (CBE) Program as a woman-owned, operated and controlled firm.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. The contract is in compliance with all of the requirements of Los Angeles County Code Section 2.121.380, mandatory prerequisite for the award of a contract.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one (1) adopted stamped Board Letter and three (3) original signed copies of the contract to DPSS.

The Honorable Board of Supervisors

9/3/2013

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Respectfully submitted,

A handwritten signature in cursive script, reading "Sheryl L. Spiller".

SHERYL L. SPILLER

Director

SLS:jg

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Deputy Chief Executive Office

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES



CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
GOOD PEOPLE EMPLOYMENT SERVICES
FOR
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS)
TERMINAL OPERATOR SERVICES CONTRACT

Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
GOOD PEOPLE EMPLOYMENT SERVICES
FOR
STATEWIDE FINGERPRINT IMAGING SYSTEM SERVICES

This Contract is made and entered into this 3rd day of September 2013, by and between the County of Los Angeles, hereinafter referred to as the County and Good People Employment Services, hereinafter referred to as Contractor. Contractor's principal place of business is 13244 Imperial Hwy, Santa Fe Spring, California, 90620.

RECITALS

WHEREAS, the County may Contract with private businesses for Statewide Fingerprint Imaging System services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Statewide Fingerprint Imaging System services for Los Angeles County; and

WHEREAS, the Contractor warrants that it possesses the competence, expertise and personnel necessary to provide such services consistent with the requirements of this Contract and consistent with the professional standard of care for these services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to Contract with Contractor for Statewide Fingerprint Imaging System services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Code Section 2.121.250; and NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, and R, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be

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resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

Exhibit A	Statement of Work (SOW)
Exhibit B	Statement of Work Exhibits
Exhibit C	Contract Sample Pricing Sheet
Exhibit D	SFIS Terminal Operator Sample Invoice
Exhibit E	Contractor's EEO Certification
Exhibit F	County's Administration
Exhibit G	Contractor's Administration
Exhibit H	Contractor Acknowledgment and Confidentiality Contract
Exhibit I	Contractor Employee Jury Service
Exhibit J	Safely Surrendered Baby Law
Exhibit K	Living Wage Program
Exhibit L	Monthly Certification for Applicable Health Benefits Payments
Exhibit M	Payroll Statement of Compliance
Exhibit N	Civil Rights Provision
Exhibit O	Contractor/Vendor Assurance of Compliance of Civil Rights Resolution Contract with the Los Angeles County Department of Public Social Services.
Exhibit P	Complaint of Discriminatory Treatment/ Form PA-607
Exhibit Q	Civil Rights Complaint Flowchart
Exhibit R	Civil Rights Training Report

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subsection 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Acceptable Quality Level (AQL):** A measure to express the allowable leeway or variance from the Contract standard, above which the County will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the Contractor may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than standard performance may sometimes be unintentional.
- 2.2 **Applicant:** A person whose public assistance application is pending.
- 2.3 **Board of Supervisors (Board):** The Los Angeles County Board of Supervisors; the governing body of the County of Los Angeles.
- 2.4 **Contractor's Budget:** The document that details the Contractor's costs for providing services and is included in the Contract. The Budget includes the following:
 - a) **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other specified costs.
 - b) **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other specified costs.
 - c) **Total Cost to Contract Services** - The total cost of Direct and Indirect Costs.
- 2.5 **Business Days:** Business days are Monday through Friday, excluding County holidays.
- 2.6 **CalWORKs: (California Work Opportunities and Responsibilities to Kids Program):** A federally mandated public assistance program that provides financial assistance to families with dependent children.
- 2.7 **Contract:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A to this Contract.

- 2.8 Contract Management Division (CMD):** The Department of Public Social Services' Division responsible for the Contract.
- 2.9 Contractor:** The sole proprietor, partnership, or corporation that has entered into this Contract with the County of Los Angeles to perform or execute the work covered by the Statement of Work.
- 2.10 Contractor Contract Manager (CCM):** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.11 County Contract Administrator (CCA):** Person, designated by County, with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.12 County Contract Director:** Person designated by County with authority to address Contractual or administrative matters relating to this Contract that cannot be resolved by the CCA.
- 2.13 County Contract Program Monitor (CPM):** Person designated by the County, with responsibility for monitoring Contractor's performance for compliance and prepares monitoring reports for the Contract. The CPM reports to the CCA.
- 2.14 Day(s):** Calendar day(s) unless otherwise specified.
- 2.15 Department of Public Social Services (DPSS):** Los Angeles County department responsible for providing social, financial, and employment services to eligible persons in Los Angeles County.
- 2.16 Director:** The Director of the DPSS, or his/her authorized representative(s).
- 2.17 District Office:** A DPSS office that houses DPSS line staff who are responsible for providing social and financial services to eligible persons within a specific geographic area within Los Angeles County.
- 2.18 District Office Chief Clerk (DOCC):** The individual designated in each district office who is responsible for the supervision and management of the offices' clerical staff.
- 2.19 Eligibility Worker (EW):** A County employee who is responsible for determining eligibility of applicants/participants that are requesting public assistance benefits.
- 2.20 Fingerprint Imaging:** A computerized system that encodes, stores, searches, and matches applicants'/participants' fingerprints.

- 2.21 Fiscal Year:** The 12 month period beginning July 1st and ending the following June 30th.
- 2.22 General Relief (GR) Program:** A financial assistance program administered by the County for persons who are not eligible for federal or state assistance programs. The cost of this program is borne entirely by the County, and is reimbursable to the County, if and when recipients are able to do so.
- 2.23 LEADER:** An acronym for the Los Angeles Eligibility Automation Determination Evaluation and Reporting System. LEADER is a DPSS computerized eligibility system that determines program eligibility and calculates benefits for applicants/participants applying and/or receiving CalWORKs, General Relief, CalFresh, Medi-Cal, and other welfare programs.
- 2.24 Long-Term Contracted Work Force/Long Term Terminal Operator Staff:** Contract staff who is assigned to work full-time as terminal operators. This does not include backup staff.
- 2.25 Participant:** An applicant or recipient of a public assistance program.
- 2.26 Performance Requirements Summary (PRS):** The document furnished by the County, Exhibit B, SOW Exhibits, B-1 which identifies and summarizes elements of the Contract the County will evaluate to assure that Contract performance standards are met by the Contractor.
- 2.27 Photo Imaging:** A computerized system for the encoding, storing, searching, and matching of applicant/participant photo image.
- 2.28 Standard:** A minimum requirement set by the County for Contractor to perform the services or activities as specified by the SOW.
- 2.29 Statewide Fingerprint Imaging System (SFIS):** A computerized system for the encoding, storing, searching, and matching of fingerprints/photo images.
- 2.30 Welfare Fraud Prevention and Investigation (WFP&I) Section:** The staff within DPSS that investigates allegations of welfare fraud in the CalWORKs, CalFresh, In-Home Supportive Services (IHSS), and Refugee programs, and determines the amount of fraudulent/potential cash overpayment or CalFresh over-issuance.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be for three years commencing October 1, 2013, upon approval by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The Contractor shall notify the Los Angeles County Department of Public Social Services (DPSS) when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Exhibit G - County's Administration.

5.0 CONTRACT SUM

- 5.1** The Maximum Contract Amount for the three-year term will be \$4,472,582.
- 5.2** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontracts, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3** The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five (75%) percent of the total Contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit G - County's Administration.

5.4 No Payment for Services Provided Following Expiration/ Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County by the fifteenth (15th) calendar day following the month of service for providing only the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work, and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County, as specified in Exhibit D, Sample Invoice- SFIS Terminal Operator Services. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit C- Contractor Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit C- Contractor Pricing Sheet.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A, Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the CCA by the 15th calendar day of the month following the month which services were provided or payment may be delayed.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following are included:

- Exhibit M: Monthly Certification for Applicable Health Benefit Payments
- Exhibit N: Living Wage Program Payroll Statement of Compliance

5.5.5 Contractor shall submit two (2) copies of invoices to the following address:

**Department of Public Social Services
Contract Management Division
Invoicing Section I
County Contract Administrator for
SFIS Terminal Operator Services
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411**

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subsections is designated in Exhibit G - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Contract Administrator (CCA)

The responsibilities of the County Contract Administrator include:

- ensuring that the objectives of the Contract are met;

- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- meeting with the Contractor's Program Manager on a regular basis;
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; and
- overseeing the day-to-day administration of this Contract.

The County Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.2 County's Contract Program Monitor (CPM)

The Contract Program Monitor reports directly to the CCA and the responsibilities of the CPM include:

- meeting with the Contractor's Contract/Program Manager on a regular basis;
- inspecting any and all tasks, deliverables, goods, services provided by or on behalf of the Contractor.
- Reporting any discrepancies/findings to the CCA.

The CPM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT– CONTRACTOR

7.1 Contractor's Contract Manager

- 7.1.1 The Contractor's Contract Manager is designated in Exhibit H-Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Program Manager within 10 days.
- 7.1.2 The Contractor's Program Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the County Contract Administrator and the County Contract Program Monitor on a regular basis.
- 7.1.3 The Contractor's Program Manager must have three years of experience providing the same or similar services.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Program Manager.

7.3 Contractor's Staff Identification

All Contractor employees providing services under this contract shall be provided a photo identification badge, at Contractor's expense. This identification must be worn and visible at all times while at work.

All Contractors' employees assigned to or visiting County facilities are required to have a County Identification (ID) badge on their person and visible at all times.

7.3.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if said personnel do not have the proper County ID badge on their person.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's contract.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation

shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff who does not pass such investigation to the satisfaction of the County, or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Subsection 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including without limitation, defense costs and legal accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Subsection 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subsection 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in

any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Contract," Exhibits I.

-AND-

7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Contract," Exhibit I.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Contract amount, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Department Head or his/her designee and the Contractor.

8.1.2 The County's Board of Supervisors or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Head or his/her designee.

8.1.3 The Director of DPSS or her designee or the Board of Supervisors may at his/her sole discretion authorize extensions of time as

defined in Section 4.0 - Terms of Contract, Subsection 4.2. The Contractor agrees that such extension of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to the Contract shall be prepared by the Contractor and by the Director of DPSS or his/her designee."

- 8.1.4 The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to subparagraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original versions of such documents

8.2 Assignment and Delegation

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through

assignment, subcontracts, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is authorized agents who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled o provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within 15 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within three business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the CCA within three business days of mailing to the complainant.

8.6 Compliance With applicable Laws

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. These shall include, but are not limited to:
 - 1. California Welfare & Institutions Code
 - 2. California Department of Social Service (CDSS) Manual of Policies and Procedures
 - 3. California Department of Social Services Operational Manual
 - 4. Social Security Act
 - 5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
 - 6. Clean Air Act (Section 306, 42USC 1857 (h))
 - 7. Clean Water Act (Section 508, 33USC 1368)
 - 8. Executive Order 11738 an Environmental Protection Agency Regulations (40 CFR Part 15)
 - 9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}

10. Various State regulations

- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subsection 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance With Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit F - Contractor's EEO Certification.

8.8 Compliance With The County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through

2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this subparagraph shall be inserted into any such subcontracts recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to

perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this subparagraph shall be inserted into any such subcontracts Contract and a copy of the Jury Service Program shall be attached to the Contract.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee, to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all Conflict of Interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subsection 8.9 shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN/GROW Program Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility And Debarment

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- 1) If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the

Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 3) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 4) If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 5) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been

in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 6) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing, and that may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor, as appropriate. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the

Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.

- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of undocumented workers and others and that all its employees performing work under this Contract meet the citizenship or resident status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L.99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.19 Force Majeure

- 8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subsection as "force majeure events").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subsection, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 Governing Law, Jurisdiction and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes, including, but not limited to personal jurisdiction, regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 Independent Contractor Status

- 8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to

be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.21.4 The Contractor shall adhere to the provisions stated in Subsection 7.5, Confidentiality.

8.22 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts (County Indemnities"), elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

8.23 General Provisions for All INSURANCE Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subsections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all required insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the Contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the required insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**Department of Public Social Services
Contract Management Division, Section IV
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411
Attn: County Contract Administrator**

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies, or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its special districts, elected officials, officers, agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum required insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the required insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in required insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in required insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material

breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the required insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.23.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insured under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the required insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insured on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the required insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

If any part of the required insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.

8.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess Insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the required insurance

8.23.12 Separation of Insured

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insured provision with no insured versus insured exclusions or limitations.

8.23.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the required insurance provisions. The County and its agents shall be designated as an Additional Covered Party under any approved program.

8.23.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the required insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.24 Insurance Coverage

- 8.24.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 8.24.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.24.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- 8.24.4 **Sexual Misconduct Liability** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or

retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25 Liquidated Damages

- 8.25.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.25.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Contract Attachment B, SOW Exhibits, B-2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or(c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.25.3 The action noted in Paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.25.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the Contract Exhibit A, Statement of Work, SOW Exhibit B-2 or Paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.27 Nondiscrimination and Affirmative Action

- 8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.27.2 The Contractor shall certify to, and comply with, the provisions of Contract, Exhibit F, Contractor's EEO Certification.
- 8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Subsection 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 Notice of Disputes

The Contractor shall bring to the attention of the County Contract Administrator (CCA) any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the CCA or County Contract Director is not able to resolve the dispute, the (Department Head), or designee shall resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Exhibit L, Internal Revenue Service Notice (IRS) No. 1015.

8.32 Notice to Employees Regarding The Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit K of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit G, County's Administration and Exhibit H, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Department Head, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 Public Records Act

- 8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subsection 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 Publicity

- 8.36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Director. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subsection 8.36 shall apply.

8.37 Record Retention And Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 calendar days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to

applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Subsection 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.37.3 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.37.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts.

The Contractor further acknowledges that the foregoing requirement in this Paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials

and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.38 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.39 Subcontracting

- 8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior approval of the County may be deemed a material breach of this Contract.
- 8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the

Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontracts.

- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's Contract Director is authorized to act for and on behalf of the County with respect to approval of any subcontracts and subcontractor employees. After approval of the subcontracts by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

**Department of Public Social Services
Contract Management Division, Section IV
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746
Attn: County Contract Administrator**

However, neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor or subcontractor(s), its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the required insurance provisions.

8.40 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Subsection 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this

Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.42, Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 Termination for Convenience

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.
- Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three months from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine, on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subsection 8.37, Record Retention and Inspection/Audit Settlement.

8.42 Termination for Default

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Contract Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were

obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.42.4 If, after the County has given notice of termination under the provisions of this Subsection 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Subsection 8.42, or that the default was excusable under the provisions of subparagraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 8.41, Termination for Convenience.
- 8.42.5 The rights and remedies of the County provided in this Subsection 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 Termination for Improper Consideration

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.46 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances shall not be affected thereby.

8.48 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subsection 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 Warranty Against Contingent Fees

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.51 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Subsection 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this

Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten calendar days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit L, Living Wage Program, and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below at Subparagraph 5 of this Paragraph 9.1.2 under the Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or,
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its employees and any dependents during the term of contract. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20

per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its employees the higher hourly living wage..

2. For purposes of this Subsection, 9.1 Compliance with the County's Living Wage Program,, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Subsection. The provisions of this Subsection shall be inserted into any such subcontracts and a copy of the Living Wage Program, Exhibit L, shall be attached to the subcontracts. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for

an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different Contracts between the Contractor and the County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit M Monthly Certification for Applicable Health Benefit Payments, and Exhibit N, Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty

of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of 24 hours written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four years (48 months) from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's employees are working. The Contractor shall also distribute County-provided notices to each of its employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Paragraph, the County shall have the rights and remedies described in this paragraph in addition to any rights and remedies provided by law or equity.

- 1) Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day past the due date, until the County has been provided with a properly

prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely, and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2) Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employee(s) for a given pay period and the amount actually paid to the employee(s) for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the

Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
- 3) Debarment. In the event the Contractor breaches a requirement of this Subsection, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility, and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any Contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this Subsection may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

- 1) The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a) Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b) Who has been employed by a Contractor under a predecessor Proposition A Contract or a predecessor cafeteria services Contract with the County for at least six months prior to the date of this new Contract, which predecessor Contract was terminated by the County prior to its expiration; and
 - c) Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.
- 2) The Contractor is not required to hire a retention employee who:
 - a) Has been convicted of a crime related to the job or his or her performance; or
 - b) Fails to meet any other County requirement for employees of a contractor.
- 3) The Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor’s other employees.

9.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf on the 3rd day of September, 2013 by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day, month and year first above written.

COUNTY OF LOS ANGELES:

By: Mark Ridley-Thomas
Mark Ridley-Thomas
Chairman, Board of Supervisor

ADOPTED
BOARD OF SUPERVISORS

21 SEP 03 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

GOOD PEOPLE EMPLOYMENT SERVICES:

By: Debby Munoz
Debby Munoz
Vice President

Date: August 15, 2013

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: Antal
Deputy

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By: Antal
Deputy



APPROVED AS TO FORM:

John Krattli
County Counsel

By: Melinda White-Svec
Melinda White-Svec
Deputy County Counsel

Date: August 19, 2013

78025

STATEMENT OF WORK (SOW)

STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES

**STATEMENT OF WORK
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PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's three Goals: 1) Operational Effectiveness; 2) Fiscal Sustainability; and 3) Integrated Services Delivery. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

1.0 SCOPE OF WORK

The workload, as stated hereunder in this SOW, is reflective of the current workload and is subject to change based on changes in federal, State, or County policy regulations and requirements. The Statewide Fingerprint Imaging System (SFIS) provides DPSS with a tool for eliminating multiple aid fraud and ensuring that assistance is paid only to eligible persons.

Except for those items listed in this SOW, Section 6.1, County Furnished Items, hereunder, Contractor shall provide all personnel, materials, general supervision and other items or services necessary to perform the required terminal operator services described in this SOW, Section 2.0, Specific Tasks, hereunder. Contractor must perform to the standards in Contract, Exhibit B, SOW Exhibits, B-1, Performance Requirements Summary (PRS), hereunder.

2.0 SPECIFIC TASKS, WORK REQUIREMENTS AND WORK HOURS/HOLIDAYS

2.1 Overview

Contractor shall supply skilled clerical staff to perform terminal operator services. Contractor shall ensure that the staff shall meet the qualifications found in Contract, SOW Exhibits, B-4, Job Description, for long-term assignments under DPSS supervision. The number of Contractor employees needed to provide the required services are found in SOW Exhibits, B-5, Estimated Workload.

Contractor shall supply skilled clerical staff to perform terminal operator services. Contractor shall ensure that the staff shall meet the qualifications found in Contract SOW Exhibits, B-1, PRS. The number of Contractor employees needed to provide the required services are found in SOW Exhibits, B-5, Estimated Workload.

2.2 Terminal Operator Responsibilities/Task

Terminal operators will be responsible for fingerprinting and photo imaging participants; adding and updating information on SFIS; printing and distributing SFIS generated district reports; and routine maintenance (dusting, cleaning the screen, etc.) of the SFIS equipment.

2.3 Other Office Functions

During non-peak fingerprinting hours, the terminal operators may be assigned other clerical duties at the discretion of the District Office Chief Clerk (DOCC) or designee. These other office functions will not occur after normal working hours.

2.4 Work Hours

Contractor shall be available Monday through Friday, to respond to County inquiries between 7:00 a.m. and 6:00 p.m., and to provide terminal operator services from 7:00 a.m. to 6:00 p.m., or alternate hours if required by the County. Each DOCC shall determine the working hours for terminal operators assigned to their work site.

Each eight hour shift will include two 15-minute rest breaks which will be compensated by County, and either a 30 or 60-minute lunch break, which will not be compensated by County. The length of each terminal operator's lunch break will be determined by the DOCC.

County may convert to a four-day/40 hour work week. This may require a change in the hours of operation which shall be accommodated by Contractor at no additional cost to County.

2.5 Holidays

Contractor is not required to provide services on County recognized holidays. The CCA will provide a list of County holidays to Contractor at the time the Contract is approved, and at the beginning of each calendar year.

2.6 Contract Staff Recruitment and Selection

2.6.1 Contractor shall recruit, select and hire staff before Contract start-up using Contractor's existing and/or proposed job bank/employee pool and County's reemployment lists as set forth in Contract, Subsection, Terms and Conditions, 8.10 Consideration of Hiring County Employees Targeted for Layoffs/or Re-employment List.

2.6.2 Contractor shall provide to the CCA, within five business days of scheduled SFIS terminal operator training date, a Hiring Interview Questionnaire for each terminal operator candidate. Contractor shall indicate the following on the Hiring Interview Questionnaire:

- a) Method of validation that staff has presented proof of having met requirements cited in Contract SOW Exhibits, B-4, Job Description.
- b) Method of validation of any experience that staff has listed that appears questionable.
- c) Any other method of validation of staff qualifications using Contractor's recruitment, testing evaluation, language certification and screening system.

- 2.6.3 Contractor shall provide sufficient employees to ensure that the staff required in Contract, SOW Exhibits, B-5, Estimated Workload, will be trained by Contract start-up.
- 2.6.4 Contractor shall conduct criminal background checks at Contractor's expense. Contractor shall apply DPSS-provided hiring guidelines to employees with criminal convictions.
- 2.6.5 Contractor management staff shall coordinate with the CCA during the SFIS training period. Contractor terminal operator staff shall attend one (1) day of SFIS training provided by the State SFIS vendor prior to their assignment to work locations identified in Contract, SOW Exhibits, B-6, SFIS Work Locations.
- 2.6.6 Contractor shall provide Cultural Awareness and Sensitivity training to all terminal operator staff, including backup staff, within one week of their assignment to a work location as set forth in this SOW, Paragraph 6.1.2, herein below, and to other terminal operator staff as needed or as requested by the CCA.
- 2.6.7 Contractor's terminal operators shall provide services in a professional manner and in accordance with the specifications described in Contract, SOW Exhibits, B-4, Job Description.

2.7 Long-Term Staffing Assignments

Contractor employees shall be available for long-term assignments. Contractor shall have a cumulative turnover rate of no more than 23% percent per year.
(See Subsection 4.0, Turnover Rate).

2.8 Backup Staff

Contractor shall maintain SFIS trained backup staff to replace terminal operators who are absent for any reason.

- 2.8.1 Terminal operator staff shall be responsible for reporting absences to Contractor **and** to his/her DPSS work location supervisor (the DOCC or designated supervisor) the business day before a planned absence or within one hour of employee's reporting time to work for unplanned absences.

- 2.8.1.1 In the event that a terminal operator must leave during the workday, **backup staff must be furnished within two hours** of the terminal operator's absence, with the backup staff completing the remaining workload for the day.

- 2.8.2 Contractor shall notify the absent terminal operator's DOCC or designated supervisor of the absence and of the backup staff's reporting time. The backup terminal operator shall report to the work site within two hours of the absent terminal operator's reporting time.

2.9 Unacceptable Staff Replaced

County shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Contract for unsatisfactory performance or any job-related cause. At the request of the County, the Contractor shall immediately replace said personnel, by the beginning of the work shift of the second business day following the request.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Program Monitor for review, within ten business days of written request by CCA. The Plan shall include, but may not be limited to the following:

- 3.1 Method for assuring that staff rendering service under the Contract has the necessary qualifications.
- 3.2 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 3.3 Method for ensuring Contractor employees who work overtime are strictly performing SFIS-related duties, as limited in this SOW, Subsection 2.3, "Other Office Functions".
- 3.4 A record of all inspections conducted by the Contractor, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.
- 3.5 Method for continuing to provide services to County in the event of a strike of the Contractor's employees.
- 3.6 Method for ensuring Contractor has adequately trained backup staff and for ensuring Contractor provides replacement staff, as described in SOW, Subparagraph 2.8, herein.

3.7 Complaints

Contractor shall establish a procedure to resolve participant and community grievances, including Civil Rights complaints, before they reach a formal complaint level (See Contract, Subsections 8.5, and 8.7).

3.7.1 Civil Rights Complaints Procedure

Contractor shall comply with the terms of the Civil Rights Resolution Contract, (Contract, Exhibit B. SOW, Exhibit B-23), as directed by DPSS, which includes but is not limited to the following:

- 3.7.1.1 Ensure public contact staff attends the mandatory Civil Rights training provided by the County. Contractor shall complete the Civil Rights Training Report, with a list attached of all staff in attendance, (Contract, Exhibit B, SOW, Exhibit B-26, keep on file, and provide to CCA upon request.
- 3.7.1.2 Ensure notices and correspondences provided to the participants, if any, are in their respective primary language and provide interpreters to ensure meaningful access to services to all participants.
- 3.7.1.3 Maintain a record of all Civil Rights materials provided by the County and ensure all participants are provided with the Civil Rights materials.
- 3.7.1.4 Develop, and operate procedures for receiving, investigating and responding to civil rights complaints as follows:
 - a) Must provide and assist participants with completing a PA 607 Complaint of Discriminatory Treatment Form, (Contract, Exhibit R) in the participants' primary language.
 - b) Maintain a log of Civil Rights complaints.
 - c) CCM will act as the Civil Rights Liaison (CRL) between the Contracted agency and the CCA and Civil Rights and Customer Relations (CRCR) Section of DPSS.

- d) All CCM/CRLs must forward all PA 607s to the CCA within two business days.
- e) CCM/CRLs should not attempt to investigate Civil Rights complaints. Investigations are handled by CRRCR and shall adhere to the Civil Rights Complaint Flowchart Contractor Process, (Contract, Exhibit S.)

3.7.2 **Posted Materials**

Contractor shall post in each Contractor's facility (where they are easily accessible to employees) Equal Employment Opportunity (EEO) and State-approved Nondiscrimination in Services notices. Contractor may obtain EEO notices from:

**U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012**

3.8 **Confidentiality**

Contractor shall ensure that the Contractor Employee Acknowledgement and Confidentiality Agreements, Exhibits I are signed and copies on file for each Contract employee prior to employee starting work under this contract.

4.0 **TURNOVER RATE**

The percentage of the number of Contractor staff who leave the long-term contracted work force, to the total long-term contracted work force. The long-term Contracted work force is the highest number of positions that are filled during the period under consideration. The turnover rate shall be cumulative and shall be computed each month for the term of the Contract. Computation of the turnover rate shall be projected to reflect a full year should the period be less than 12 months (e.g., a turnover rate of 6 percent for six months would be projected to reflect an annual turnover rate of 12 percent). The following is an example of how the annual cumulative turnover rate may be calculated

ANNUAL TURNOVER RATE

Month	Need (b)	This Month (c)	Previous Months (d)	Total to Date (c+d) (e)	Rate (e/b) (f)
JAN	50	1	0	1	2.00%
FEB	50	1	1	2	4.00%
MARCH	50	2	2	4	8.00%
APRIL	50	0	4	4	8.00%
MAY	50	0	4	4	8.00%
JUNE	50	1	4	5	10.00%
JULY	50	0	5	5	10.00%
AUG	50	0	5	5	10.00%
SEPT	50	0	5	5	10.00%
OCT	50	1	5	6	12.00%
NOV	50	0	6	6	12.00%
DEC	50	0	6	6	12.00%

Excluded from the number of staff who leave the long-term Contracted work force is Contractor staff who are:

1. Hired by County;
2. Rejected by County and/or Contractor within ten work days of assignment; and
3. Reduction in number of operators required due to budget cuts and discontinuance of functions, which is memorialized in an amendment to this Contract.

5.0 COUNTY RESPONSIBILITIES

The County will administer the Contract according to the Contract, Statement of Work and all Exhibits. Specific duties of County staff will include:

- A) Monitoring the Contractor's performance in the daily operation of this Contract.
- B) Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- C) Preparing amendments, as needed, in accordance with the Contract, Subsection 8.1, Amendments.

5.1 Training

5.1.1 SFIS Training

Terminal operators shall attend one (1) day of unpaid SFIS training prior to reporting to their work location. A reasonable amount (as determined by County) of ongoing training will be furnished for backup/replacement staff. SFIS training will be provided by the State SFIS contractor and is designed specifically for terminal operators.

5.1.1.1 The SFIS terminal operators will not be trained in fingerprint capture and analysis to the degree normally found in law enforcement, (i.e., fingerprint classification or recognition); however, at the conclusion of training, the terminal operators will:

- a) Understand what SFIS is and how it interfaces with current County procedures;
- b) Be able to successfully photo image and capture or exempt participant's fingerprints;
- c) Be familiar with SFIS equipment and how it operates;
- d) Understand the role of the SFIS vendor's Help Desk;
- e) Be able to successfully perform all terminal operator functions required to fulfill or meet the requirements of this Contract; and
- f) Know district office procedures as they relate to SFIS.

5.1.2 Cultural Awareness/Sensitivity

County will provide Cultural Awareness and Sensitivity Training, and materials to selected Contractor staff (Train-the-Trainer). Trained Contractor staff shall then instruct terminal operators, who did not attend, on cultural awareness and sensitivity.

5.1.3 Civil Rights

County will provide Civil Rights training materials for Contractor staff as often as appropriate. Terminal operators shall be **paid** for eight hours by Contractor to attend the one day training, at least once every two years.

6.0 COUNTY FURNISHED ITEMS

6.1 Space Furniture and Equipment

County will provide space, furniture, and SFIS hardware at each work location and the use of other necessary equipment to perform various related clerical tasks.

6.2 Maintenance, Repair, Replacement of County Provided Items

- a) Facility - County will provide routine building and grounds maintenance of the County facility. In the event Contractor staff damage County's facility by abuse or carelessness, as determined by County, Contractor shall repair any and all damages to facility to the satisfaction of County, at the expense of the Contractor. In the event Contractor does not repair damages to facility, County will and charge Contractor for the full amount of all related expenses.
- b) Furniture and Equipment - County will provide maintenance, repair and/or replacement due to normal wear and tear of County provided furniture and equipment. Contractor shall repair and/or replace damaged or worn equipment when due to Contractor staff abuse or carelessness, as determined by County.

6.3 Parking

County will provide parking for Contractor staff at each County work location.

6.4 Materials

- 6.4.1 A list of work locations.
- 6.4.2 A list of County-recognized holidays.
- 6.4.3 DPSS hiring guidelines for candidates with criminal convictions.
- 6.4.4 A list of district liaisons.

6.5 Building Entry Key Cards

Entry key cards will be issued to Contractor's employees for those County work sites using such facility entrance systems. The key card must be surrendered by a Contractor employee whenever requested by the Contractor worker's onsite County supervisor.

7.0 CONTRACTOR FURNISHED ITEMS

7.1 Personnel

Contractor shall furnish all personnel necessary for terminal operator assignments under DPSS supervision.

7.1.1 Contractor shall be responsible for terminal operator staff adherence to County policies on attendance, absences, tardiness, appropriate business attire, behavior, and all payroll issues.

7.1.2 Contractor shall provide background checks to ensure all Contractors' employees meet County hiring guidelines for criminal convictions.

7.1.3 Contractor shall ensure terminal operators provided for fingerprint imaging who directly interact with County employees shall, at a minimum, be:

- a) Able to fluently read, write, speak and understand English;
- b) Able to communicate effectively, using good judgment and diplomacy;
- c) Required to present himself/herself in a neat, business like appearance and behave in a professional manner;
- d) Able to handle sensitive materials and perform confidential duties; and
- e) Able to satisfy a background check.

7.2 Training

7.2.1 SFIS

Contractor shall ensure all terminal operators attend one day of unpaid SFIS training prior to reporting to their work location. A reasonable amount (as determined by County) of ongoing training will be furnished for backup/replacement staff. SFIS training will be provided by the State SFIS Contractor.

7.2.2 Cultural Awareness/Sensitivity

Contractor shall ensure all terminal operators attend one day of unpaid Cultural Awareness/Sensitivity training prior to reporting to their work location. A reasonable amount (as determined by

County) of ongoing training will be furnished for backup/replacement staff. Cultural Awareness and/Sensitivity training will be provided by the Contractor.

7.2.3 Employee Safety

Contractor shall ensure that all terminal operators receive all required general and specific training on employee safety.

7.2.3 Green Initiative

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

8.0 County/New Vendor Assumption of Services

Contractor shall ensure a smooth transition of services in the event that County or another vendor assumes services from Contractor, by providing any needed temporary staffing for a period of not less than 30 days. .

9.0 Work Schedules

9.1 Contractor shall submit for review and approval a work schedule for each facility to the County Contract Administrator within ten working days prior to starting work on this Contract. Said work schedules shall be set on an annual calendar and shall identify all required ongoing maintenance tasks and task frequencies. The schedules shall list by morning and afternoon time frames the tasks to be performed for each day of the week.

9.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Contract Administrator for review and approval within ten working days prior to scheduled time for work.

10.0 MONTHLY MANAGEMENT REPORT (MMR)

10.1 Within two weeks of Contract start date, Contractor shall submit a MMR format to the CCA for review and approval. The report shall include Contractor's performance in meeting the standards set forth in Contract, SOW Exhibits, B-2, PRS Chart, Column 3, Standard(s).

10.2 After CCA approval of the report format, Contractor shall complete the report monthly and submit to the CCA each month by the 15th calendar day following the report month. The MMR shall include the quality, quantity, and/or timeliness of the Contracted functions, as well as the cumulative turnover rate. See SOW 4.0, Turnover Rate, for sample.

- 10.3** The CCA may request changes to the report format as needed at any time during the Contract term. Contractor shall provide the required report and any changes to the report at no cost to the County.

**STATEMENT OF WORK (SOW) EXHIBITS
STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL
OPERATOR SERVICES**

1.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

This Performance Requirement Summary (PRS), Contract Exhibit B, SOW Exhibits B-1 and B-2), displays the major services that will be monitored during the term of this Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided. All listings of "required service" or "Standard" used in this PRS are intended to be completely consistent with the main body of the Contract, all of its Exhibits and are not meant in any case to create, extend, revise, limit or expand any obligation of Contractor beyond that defined in the main body of the Contract, and all Exhibits. In any case of apparent inconsistency between the PRS and the required services or Standards stated in the main body of this Contract and Exhibit A, the meaning apparent in the main body of this Contract and Exhibit A, SOW, will prevail. If any required service or standard seems to be created in this PRS which is not clearly set forth in the main body of the Contract or in any of its Exhibits, that apparent required service or standard will be null and void and place no requirement on Contractor and will not be the basis of the assignment of any points. Because the provision of services to public assistance clients is critical to the mission of DPSS, the County expects a high standard of Contractor performance. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the County CCA by Contractor before the allowable deviation for acceptable standard should occur. However, it is the Contractor's responsibility to provide the services set forth in Exhibit A, SOW, and summarized in the PRS.

2.0 PERFORMANCE REQUIREMENTS SUMMARY CHART

The PRS chart is set forth in this Contract Exhibit B, SOW Exhibit B-2 and provides the following:

- a. Lists the Contract requirements considered most critical to acceptable Contract performance (Column 1 of chart).
- b. Denotes the indicators used to determine that the standards have been met (Column 2 of chart).
- c. Defines the standard of performance for each required service (Column 3 of chart).
- d. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the County assesses liquidated damages (Column 4 of chart).

- e. Shows the quality assurance methods the County will use to evaluate the Contractor's performance in meeting the Contract requirements. (Column 5 of chart).
- f. Shows the monthly Unsatisfactory Performance Indicator (UPI) points to be assessed for exceeding the AQL, for each listed Contract requirement (Column 6 of chart). These indicators may serve as a baseline for assessing liquidated damages.

3.0 QUALITY ASSURANCE

Each month, Contractor performance will be compared to the contract standards and acceptable quality levels (AQLs) using the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate the Contractor's performance, including:

- 3.1** Random sampling.
- 3.2** One hundred percent (100%) inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance.
- 3.3** Review of reports and files.
- 3.4** Validated complaints from DPSS district offices and/or administrative staff, WFP&I and other agencies and County departments with whom Contractor has a relationship.
- 3.5** SFIS Contractor complaints.
- 3.6** On-site surveillance.

4.0 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during Contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the Contractor may be required to respond to a CDR as follows:

- 4.1** Verbal notification of a Contract discrepancy will be made to the Contractor Program Manager or alternate as soon as possible whenever a Contract discrepancy is identified. When possible, the problem shall be immediately

resolved by the Contract Manager. The CCA will determine whether a CDR (Contract SOW Exhibit B-3, CDR) will be issued.

- 4.2 If a CDR is issued, it will be mailed or hand carried, at the CCA's discretion, to the Contractor Program Manager or alternate.
- 4.3 Upon receipt of a CDR, the Contractor is required to respond in writing to the CCA within ten business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for **immediate** corrective action of all failures of performance identified in the CDR.
- 4.4 The CCA will evaluate the Contractor's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the Contractor's control and without fault or negligence by Contractor, the CCA may decline to count such point(s) as unsatisfactory performance for the month.

5.0 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

In monitoring the Contractor's performance, County shall select samples using a random sampling method so that they will be representative of a population of interest. Data from the sampling will be used to measure performance on the Standard, and conclusions are made about Contractor's performance for the whole service population.

The random sampling plan includes the following information:

- Acceptable Quality Level (AQL) - The maximum percent of defects that can occur and still meet this Contract's standard for satisfactory performance.
- Lot Size (Population) - The total number of units or services provided.
- Sample Size - The number of units to be checked in a given time period.

The AQL for each sampling is taken from this PRS, Contract, Exhibit B. (The lot size is determined by selecting a population that the County determines appropriate for their review.) To ensure each service has an equal chance of being selected, a random number table, or an automated sampling tool, is used to determine the sample from the appropriate lot size.

Contractor performance is deemed "Unsatisfactory" when the results of a review fail to meet the AQL, as defined for each standard in Contract, Exhibit B, PRS Chart (Exhibit B-1).

6.0 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of UPIs, Contractor must, within a time period specified by County, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

7.0 UNSATISFACTORY PERFORMANCE REMEDIES

When Contractor performance does not conform to the requirements of the Contract, County will have the option to apply the following remedies:

- 7.1** Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 7.2** Assess deductions in the amount of ten dollars (\$10.00) per point for each UPI point exceeding 300 points during each of the first three months of the Contract or 275 points during each month for the remainder of the Contract term.
- 7.3** Suspend or cancel the Contract for systematic, deliberate misrepresentations. This does not preclude County's right to terminate this Contract upon ten days written notice, with or without cause, as provided for in Contract, Subsection 8.41, Termination for Convenience, herein.
- 7.4.** Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.

EXHIBIT B, SOW EXHIBITS B-2

Performance Indicator	Standard(s)	Acceptable Quality Level (AQL) (D)	Monitoring Methods (E)	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL (F)
	Contract, Subsection 8.6, Complies with all laws . Contract, Paragraph 9.1.6 (Living Wage poster) Exhibit A, SOW, 3.7.2 (EEO & nondiscrimination Notices)			
Employee performance.	Employee performs duties as required.	0.0%	User complaint.	50 points per validated complaint.
Exhibit A, SOW, Subsection 2.2, SFIS Terminal Operator Responsibilities/Tasks				
Exhibit A, SOW, Subsection 2.6, Contract Staff Recruitment and Selection by Contract start up and ongoing.	Hiring Interview Questionnaire submitted to CCA; staff meet criteria- SOW Exhibits B-4 and B-5. -Job Description	0.0%	Review of Questionnaires, training documents, background check documents, and Certified Monitoring Report. User complaint.	10 points for each incomplete or inaccurate Questionnaire or Certified Monitoring Report not received or received late.-.
Exhibit A, SOW, Subsection 2.7, Long Term Staffing Assignment SOW 4.0 Turn Over Rate	Staff annual turnover rate (or projected turnover rate if less than 12 months) does not exceed 23% per Contract year.	0.0%	Review of MMR and any other relevant reports.	50 points per percent or fraction of a percent in excess of 23%.
Exhibit A, SOW, Subsection 2.8, Backup Staff	Contractor maintains SFIS trained backup staff to ensure that all required positions are filled.	0.0%	Notification by DOCC, review of reports or user complaint.	10 points per 1/2 hour for each position not covered.
Exhibit A, SOW, Subparagraph 2.9, Unacceptable Staff Replaced	Employee performance.	0.0%	Notification by DOCC, review of reports or user complaint.	50 points per day or portions thereof per position not covered.
Exhibit A, SOW Section 3.0 - Quality Control Plan	Contractor maintains original and timely revisions to QC Plan and Contractor maintains QC review records . Contractor provides to County upon request.	0.0%	Review of original and revised plan. Periodic review of records.	50 points per day late. 5 points per item deficient. 50 points per incident.
Exhibit A, SOW, Section 3.0, Subsection, 3.8 , Confidentiality	Employee Acknowledgement & Confidentiality Contract signed by the employee.	0.0%	Random sample and user complaint.	25 points per error.
	Copy of Contract in Contractor files. No unauthorized release of information.	0.0%		

EXHIBIT B, SOW EXHIBITS B-2

Exhibit A, SOW, Subsection 7.1, Personnel	Employees informed of rules and regulations.	Employees adhere to rules and regulations.	0.0%	User complaint.	25 points per error.
Exhibit A, SOW, Section 10.0, Prepare and send Monthly Management Report and Invoice.	Report and Invoice submitted correctly and timely.	Report and Invoice received by the 15 th calendar day following the report month.	0.0%	Review of report and Invoice.	20 points per each day late or incorrect.

STATEWIDE FINGERPRINT IMAGING SYSTEM SERVICES
CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATE:

Prepared by:

Returned by Contractor:

Action Completed:

DISCREPANCY PROBLEMS:

_____ Signature of CCA	_____ Date
---------------------------	---------------

CONTRACTOR RESPONSE (Cause and Corrective Action):

_____ Signature of Contract Manager	_____ Date
--	---------------

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

_____ Signature of CCA	_____ Date
---------------------------	---------------

COUNTY ACTIONS: _____

JOB DESCRIPTION – TERMINAL OPERATOR

The minimum requirements for terminal operator staff are: Six months office clerical experience involving public contact -OR- a Certificate of Associate of Arts degree in clerical procedures or office administration from an accredited college.

Definition - Operates computer terminals with keyboard similar to a typewriter and scanner

Example of Duties - Operates and maintains computer terminals and printers

- Gives instructions/information to the public
- Enters and transmits data in accordance with key requirements
- Checks documents for completeness and accuracy
- Sorts and batches documents
- Files numerically or alphabetically
- Maintains clerical controls
- Answers telephone
- Typing
- Taking fingerprint images and photo images of applicants

ESTIMATED WORKLOAD

TERMINAL OPERATOR SERVICES

Contractor will provide approximately forty-four (44) bilingual terminal operators at the SFIS locations listed in Contract, Exhibit B-6 SFIS Work Locations, hereunder. Each terminal operator must be proficient (able to write and speak) in the language(s) reflected on SOW, Exhibit B-6, for where she or he is assigned. The number of work hours required for the services is estimated at approximately 7,400 regular hours per month and approximately 25 overtime hours. The actual number of terminal operators and work hours required are subject to change as determined by County.

OVERTIME

Terminal operators may be required to work overtime as determined by County.

NOTE: Currently, overtime is calculated on a daily basis and is defined as those hours worked each day over 8 hours. The State of California may revise the overtime calculation method from a daily to a weekly basis (i.e., overtime will be any hours worked over a 40 hour work week).

OTHER TERMINAL OPERATOR DUTIES

Terminal operators shall perform routine clerical functions during non-peak fingerprinting hours. Terminal operators shall not perform these other duties when working overtime.

TRAINING

One day of SFIS training at no cost to the County will be provided to terminal operators by the State and selected Contractor staff contracted by the State. The training will occur prior to terminal operator staff reporting to their work locations.

SFIS WORK LOCATIONS

Note: Location of SFIS workstations, staffing and bilingual requirements may vary during the term of the Contract; changes will be made with notification to Contractor.

DISTRICT		STAFF REQUIREMENTS		LANGUAGE REQUIREMENTS
		GR	CALWORKs	
CIVIC CENTER 813 E. 4TH PL. LOS ANGELES 90012	#14	1		ENGLISH/SPANISH
WILSHIRE SPECIAL 2415 W. 6 TH ST. LOS ANGELES 90057	#10	2		ENGLISH/SPANISH
METRO SPECIAL 2707 S. GRAND AVE. LOS ANGELES 90007	#70	3		ENGLISH/KOREAN & ENGLISH/SPANISH
RANCHO PARK 11110 W. PICO BLVD. LOS ANGELES 90064	#60	2		ENGLISH/SPANISH
SOUTH SPECIAL 17600 "B" SANTA FE AVE. RANCHO DOMINGUEZ 90221	#07	3		ENGLISH/SPANISH
SOUTHWEST SPECIAL 1819 W. 120 TH ST. LOS ANGELES 90047	#08	2		ENGLISH/SPANISH
SAN FERNANDO BRANCH 9188 GLENOAKS BLVD. SUN VALLEY, CA 91352	#32	1		ENGLISH/SPANISH
PASADENA 955 N. LAKE AVE PASADENA 91104	#03		1	ENGLISH/SPANISH
POMONA 2040 W. HOLT AVE. POMONA 91768	#36	1	1	ENGLISH/SPANISH
METRO EAST 2855 E. OLYMPIC BLVD. LOS ANGELES 90023	#15	1	1	ENGLISH/SPANISH
SOUTH CENTRAL 10728 S. CENTRAL AVE. LOS ANGELES 90059	#27		1	ENGLISH/SPANISH
SAN GABRIEL VALLEY 3352 AEROJET AVE. EL MONTE 91731	#20	1	1	ENGLISH/SPANISH & ENGLISH/VIETNAMESE
GLENDALE 4680 SAN FERNANDO RD. GLENDALE 91204	#02	1	1	ENGLISH/SPANISH & ENGLISH/ARMENIAN
LANCASTER 349 B EAST AVE. K-6 LANCASTER 93535	#34		1	ENGLISH/SPANISH
LANCASTER GENERAL 337 EAST AVE. K-10 LANCASTER 93535	#67	1		ENGLISH/SPANISH

FLORENCE 1740 E. GAGE AVE. LOS ANGELES 90001	#17	1	ENGLISH/SPANISH
NORWALK 12727 NORWALK BLVD. NORWALK 90650	#40	1	ENGLISH/SPANISH
COMPTON 211 E. ALONDRA BLVD. COMPTON 90220	#26	1	ENGLISH/SPANISH
LINCOLN HEIGHTS 4077 N. MISSION RD. LOS ANGELES 90650	#66	1	ENGLISH/SPANISH
SOUTH FAMILY 17600 "A" S. SANTA FE RANCHO DOMINGUEZ 90221	#31	1	ENGLISH/SPANISH & ENGLISH/VIETNAMESE
SOUTHWEST FAMILY 8300 S. VERMONT AVE. 3 RD FL LOS ANGELES 90044	#83	1	ENGLISH/SPANISH
EXPOSITION PARK 3833 S. VERMONT AVE. 2 ND FL LOS ANGELES 90037	#12	1	ENGLISH/SPANISH
EL MONTE 3350 AEROJET AVE. EL MONTE 91731	#04	1	ENGLISH/SPANISH
METRO FAMILY 2615 S. GRAND AVE. LOS ANGELES 90007	#13	1	ENGLISH/SPANISH
METRO NORTH 2601 WILSHIRE BLVD. LOS ANGELES 90057	#38	1	ENGLISH/SPANISH & ENGLISH/ARMENIAN
CUDAHY 8130 S. ATLANTIC AVE. CUDAHY 90201	#06	1	ENGLISH/SPANISH
PARAMOUNT #62 2961 VICTORIA ST. RANCHO DOMINGUEZ, CA 90221		1	ENGLISH/SPANISH
EAST VALLEY 14545 LANARK ST. PANORAMA CITY 91402	#11	2	ENGLISH/SPANISH
SANTA CLARITA BRANCH 27233 CAMP PLENTY RD. CANYON COUNTRY 91351	#51	1	ENGLISH/SPANISH
WEST VALLEY 21415 PLUMMER ST. CHATSWORTH 91311	#82	1	ENGLISH/SPANISH
BELVEDERE 5445 E. WHITTIER BLVD. LOS ANGELES 90022	#05	1	ENGLISH/SPANISH
MEN'S CENTRAL JAIL 441 BAUCHET STREET LOS ANGELES 90012	#14	1	ENGLISH/SPANISH

CONTRACTOR'S PRICING SHEET

Good People Employment Services Budget Sheet

	Regular Hourly Cost	Overtime Hourly Cost
<u>DIRECT COST</u>		
SFIS Terminal Operator Hourly Wage	\$ 11.84	\$ 17.76
Payroll Taxes		
FICA	\$ 1.47	\$ 1.47
FUTA	\$ 0.09	\$ 0.09
SUI	\$ 0.74	\$ 0.74
Workers' Compensation	\$ 0.57	\$ 0.57
Total Payroll Taxes	\$ 2.87	\$ 2.87
Employee Benefits		
Medical Insurance	\$ -	\$ -
Dental Insurance	\$ -	\$ -
Life Insurance	\$ -	\$ -
Paid Holidays	\$ 0.65	\$ 0.65
Total Employee Benefits	\$ 0.65	\$ 0.65
Other Direct Cost		
Insurance	\$ 0.03	\$ 0.03
Supplies	\$ 0.08	\$ 0.08
Postage	\$ 0.02	\$ 0.02
Office Equipment	\$ 0.03	\$ 0.03
Telephone/Utilities	\$ 0.05	\$ 0.05
Space	\$ 0.05	\$ 0.05
Other	\$ -	\$ -
Total Other Direct Cost	\$ 0.26	\$ 0.26
TOTAL DIRECT COST	\$ 15.62	\$ 21.54
<u>INDIRECT COST</u>		
General Accounting/Bookkeeping	\$ 0.10	\$ -
Management Overhead	\$ 0.13	\$ -
TOTAL INDIRECT COST	\$ 0.23	\$ -
TOTAL DIRECT AND INDIRECT COSTS	\$ 15.85	\$ 21.54
PROFIT %: Regular Hrs.: 2.8%		
Overtime Hrs.: 0.6%	\$ 0.44	\$ 0.13
TOTAL PROPOSED HOURLY COST	\$ 16.29	\$ 21.67

Sample Invoice
SFIS TERMINAL OPERATOR SERVICES
SAMPLE INVOICE FOR MM/YY

Contractor Name & Address:

Invoice Date:

WEEKLY SUMMARY

<u>SFIS Operator Name</u>	<u>Week Ending</u>	<u>District Number</u>	<u>Total Reg Hrs.</u>	<u>Hrly Rate</u>	<u>Reg Amt</u>	<u>OT Hrs</u>	<u>OT Rate</u>	<u>OT Amt</u>	<u>TOTAL Amt</u>
Abbott, Alice	1/08/13	20	40	\$	\$	5	\$	\$	\$
	1/15/13		40			0			
	1/22/13		40			0			
	1/29/13		40			0			
Cooper, Alice.....	1/31/13		8			1			
	1/08/13	15	40			0			
	1/15/13		32			0			
	1/22/13		40			0			
	1/29/13		40			0			
Smith, Jane	1/31/13		8			0			
	1/08/13	05	40			0			
	1/15/13		40			3			
	1/22/13		40			0			
	1/29/13		40			0			
						0			
TOTALS			<u>488</u>		\$	<u>9</u>		\$	\$

MONTHLY SUMMARY FOR MM/YY

<u>Employee Name</u>	<u>Total Reg Hrs</u>	<u>Total Reg Amt \$</u>	<u>Total OT Hrs</u>	<u>Total OT Amt</u>	<u>TOTAL Amt</u>
	120				
Abbott, Alice	160		6	\$	\$
Cooper, Alice	208		3	\$	\$
Smith, Jane				\$	\$
	<u>488</u>			\$	\$
TOTALS			<u>9</u>		

Total Regular Hours: 488 Regular Amount: \$ _____
Total Overtime Hours: 9 Overtime Amount: \$ _____
Total Hours: 497 Total Amount Due: \$ _____

Contractor's Authorizing Signature Date Signed

County Contract Administrator Signature Approval Date

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY SUPERVISING COUNTY CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: 12900 Crossroads Parkway South_
City of Industry, CA 91746-3411

Telephone: (562) 908-xxxx

Facsimile: (562) 908-0590

E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR:

Name: _____

Title: Administrative Services Manager I _____

Address: 12900 Crossroads Parkway South _____
City of Industry, CA 91746-3411 _____

Telephone: (562) 908-xxxx _____ Facsimile: (562) 908-0590 _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____

Title: Contract Program Monitor _____

Address: 12900 Crossroads Parkway South
City of Industry, CA 91746-3411

Telephone: (562) 908-xxxx _____ Facsimile: (562) 908-0590 _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S CONTRACT MANAGER:****Name:** _____**Title:** _____**Address:** _____

Telephone: _____ **Facsimile:** _____**E-Mail Address:** _____**CONTRACTOR'S AUTHORIZED OFFICIALS****1) Name:**

Title: _____**Address:** _____

Telephone: _____ **Facsimile:** _____**E-Mail Address:** _____**2) Name:**

Title: _____**Address:** _____

Telephone: _____ **Facsimile:** _____**E-Mail Address:** _____**NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:****Name:** _____**Title:** _____**Address:** _____

Telephone: _____**Facsimile:** _____**E-Mail Address:** _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Contract.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent Contractors (Contractor's Staff) that will provide services in the above referenced Contract are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any Contract between any person or entity and the County of Los Angeles.

CONFIDENTIALITY CONTRACT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Contract as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this Contract by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this Contract may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Contract.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Contract between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY CONTRACT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this Contract as a condition of my work to be provided by my employer for the County. I have read this Contract and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this Contract by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county Contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a Contract with the county or a subcontracts with a county Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such Contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a Contractor under the laws of California.
- C. "Contract" means any Contract to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A Contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A Contract where federal or state law or a condition of a federal or state program mandates the use of a particular Contractor; or
 - 3. A purchase made through a state or federal Contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-Contract purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The Contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to Contractors who enter into Contracts that commence after July 11, 2002. This chapter shall also apply to Contractors with existing Contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such Contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a Contract, a Contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the Contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a Contractor's violation of any provision of this chapter, the county department head responsible for administering the Contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the Contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the Contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any Contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Contracts. This chapter shall be superseded by a collective bargaining Contract that expressly so provides.
- C. Small Business. This chapter shall not be applied to any Contractor that meets all of the following:
 - 1. Has ten or fewer employees during the Contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the Contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the Contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

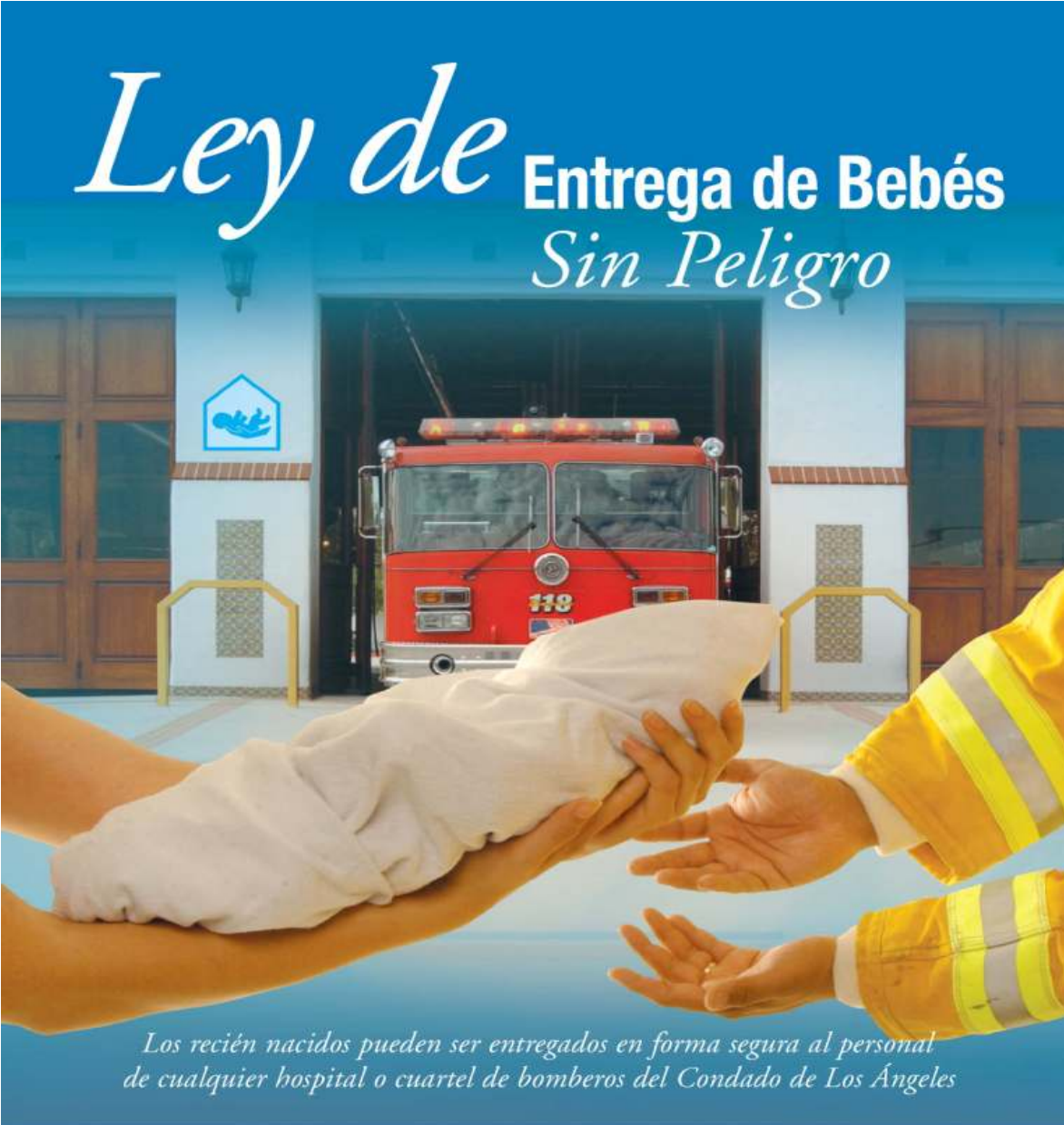
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.




Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A Contract or a cafeteria services Contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A Contract, or under a cafeteria services Contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a Contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded Contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A Contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services Contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A Contracts and/or one or more cafeteria services Contracts; or

2. An individual or entity that enters into a subcontracts with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's Contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A Contract" means a Contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A Contracts and cafeteria services Contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A Contracts or cafeteria services Contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A Contract or a cafeteria services Contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future Contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A Contracts and cafeteria services Contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A Contract or a cafeteria services Contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A Contract or a cafeteria services Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A Contract, or a cafeteria services Contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on Contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A Contract or a cafeteria services Contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any Contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A Contract or cafeteria services Contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A Contract or cafeteria service Contract is terminated by the county prior to its expiration, any new Contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A Contract or a predecessor cafeteria services Contract for at least six months prior to the date of a new Contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new Contract.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a Contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new Contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A Contract or a cafeteria services Contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the Contract; and/or
2. Recommend to the board of supervisors the termination of the Contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county Contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Contracts. Any provision of this chapter shall be superseded by a collective bargaining Contract that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the Contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the Contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the Contract awarded exceed \$2,500,000.00.

“Dominant in its field of operation” means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

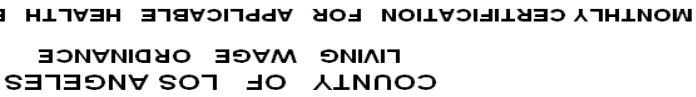


EXHIBIT L

106

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE**

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state: That I pay or supervise the payment of the persons employed by:

_____ on the _____
(Company or subcontractor Name) (Service, Building, or Work Site)

that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)

ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

1. That any payrolls otherwise under this Contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the Contract.
2. That:
 - A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
 - ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the Contract have been or will be paid to appropriate programs for the benefit of such employees.
 - B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
 - ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the Contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.

CIVIL RIGHTS PROVISION

The Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act (ADA) of 1975, the Food Stamp Act of 1977, the Americans with Disability Act of 1990, WIC Section 1000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable federal and State laws to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement the Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender, or disability. The Contractor shall sign and adhere to the "Contractor's EEO Certification".

In addition, Contractor shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Rights Training Handbook, which was developed in compliance with the Resolution Contract between Los Angeles County and the federal Office for Civil Rights of the Department of Health and Human Services, incorporates the Civil Rights requirements that must be adhered to by DPSS, its Contractors, and subcontractors. They include, but are not limited to the following:

- Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights training;
- Effectively identifying the participant's designated/preferred language. This can be accomplished by using the DPSS Language Designation form (PA 481) or similar forms the Contractors already have in place. (Note: Similar forms that the Contractors use must be forwarded to DPSS for clearance);
- Ensuring that notices sent to participants are in their respective designated/preferred language;
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants;
- Maintaining records that include any Civil Rights related correspondence pertaining to participants, and documenting in the records whether language services and ADA accommodations were provided;
- Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log; and
- Collecting data necessary to monitor compliance with Civil Rights requirements.

A copy of the Civil Rights Training Handbook may be obtained by contacting the County Contract Administrator.

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

**STATEWIDE FINGERPRINT IMAGING SYSTEM
CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE
OF CIVIL RIGHTS RESOLUTION CONTRACT
WITH THE LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, "Contractor" agree to comply with the Civil Rights Resolution Contract the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, "Contractor", also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non-discriminatory.

As a Contractor with DPSS, "Contractor," agrees to comply with the provisions set forth in the Resolution Contract aforementioned. Further, "Contractor", agrees to comply with the requirements of the Resolution Contract and "Contractor" understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Contract.

By signing this form we," Company," agree to the aforementioned.

Director's Signature (Contractor)

Date

Contractor's Address

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME: _____

CASE NUMBER: _____

I, _____, hereby file this complaint of discriminatory treatment
(Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my:

- | | | |
|--|---|--|
| <input type="checkbox"/> RACE | <input type="checkbox"/> DISABILITY | <input type="checkbox"/> ETHNIC GROUP IDENTIFICATION |
| <input type="checkbox"/> NATIONAL ORIGIN | <input type="checkbox"/> RELIGION | <input type="checkbox"/> SEX |
| <input type="checkbox"/> MARITAL STATUS | <input type="checkbox"/> AGE | <input type="checkbox"/> COLOR |
| <input type="checkbox"/> POLITICAL AFFILIATION | <input type="checkbox"/> SEXUAL ORIENTATION | <input type="checkbox"/> DOMESTIC PARTNERSHIP |

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

Initial on the line
above if you give
consent.

CONSENT GRANTED — By initialing this option, the Department of Public Social Services, Civil Rights Section, is authorized to reveal my identity and other personal information to persons at the organization or institution under investigation and to Federal and State agencies in accordance with applicable federal and State laws and regulations, and to receive material and information including, but not limited to, applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

Initial on the line
above if you do
not give consent.

CONSENT DENIED — I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint will not be investigated as a result of my refusal to give my consent for the release of this information.

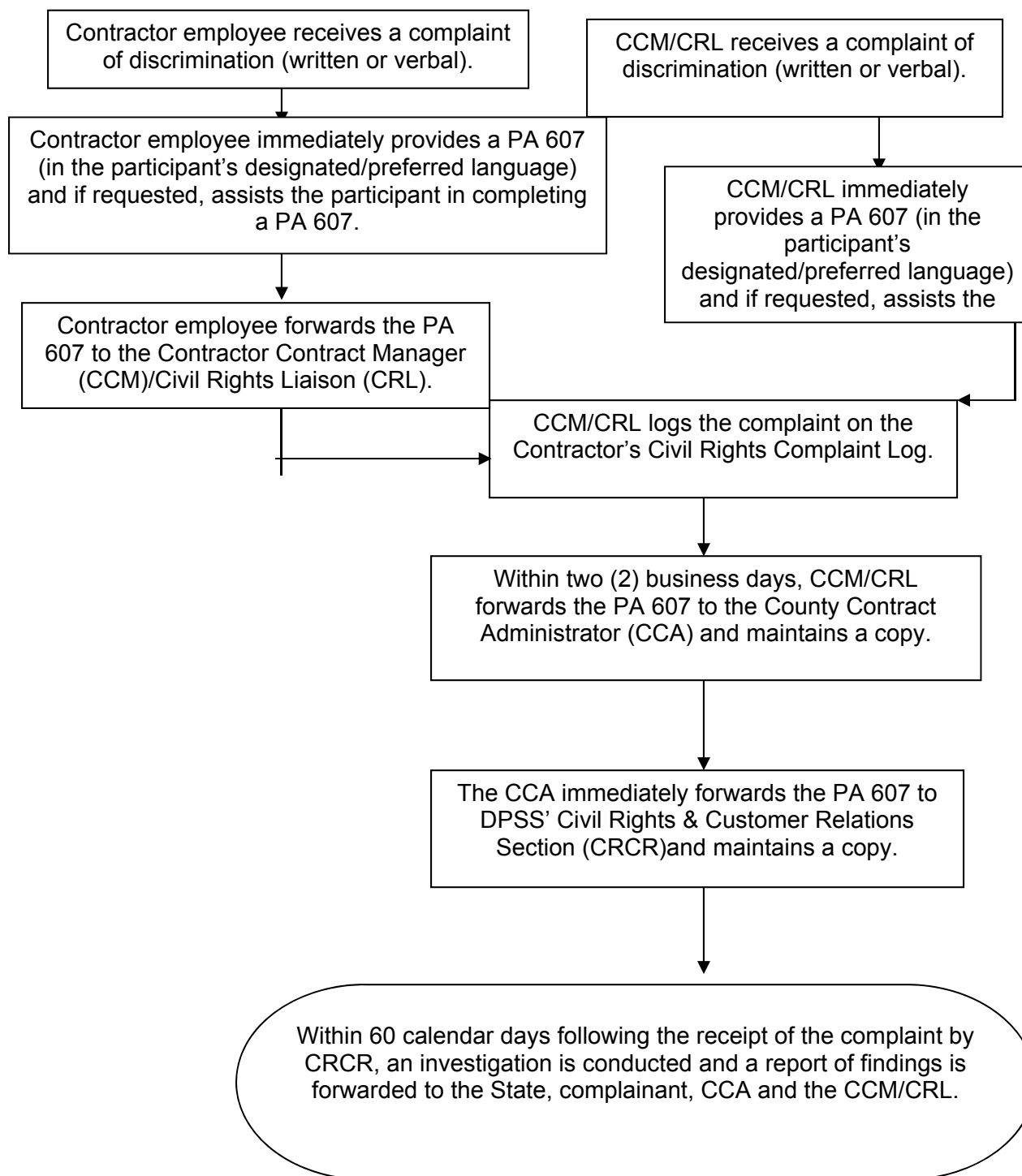
(SIGNATURE)

(DATE)

ADDRESS: _____

TELEPHONE: _____

PA - 607 (REVISED 06/11)

**CIVIL RIGHTS COMPLAINT FLOWCHART
CONTRACTOR PROCESS**

CIVIL RIGHTS TRAINING REPORT

Contractor:

Address:

Contract Manager:

Phone Number:

Number of staff who attended Civil Rights Training:

Date of Civil Rights Training:

Miscellaneous Information:
